hundred nor more than one thousand dollars. Any such table, faro bank, or wheel of fortune, and all the money, stakes, or exhibits to allure persons to bet at such table, bank or wheel, may be seized by order of a court or under warrant of a justice; and the money so seized shall be forfeited, one half to the person making the seizure, and the other half to the Commonwealth; and the table and faro bank shall be burnt."

This question has never been decided in Virginia. The nearest approach we have to it is the case of *Leath* v. *Commonwealth*, 32 Gratt. 873. There, the indictment was for a violation of section 1, ch. 194, of the Code of 1873, which was substantially the same as section 3815. It was charged that the accused "*unlawfully did keep and exhibit gaming tables*," etc. To this it was objected that the indictment did not charge that the games or tables were kept and exhibited for gain; but the court held that the objection was sufficiently answered by the fact that the indictment followed the language of the statute.

The distinctive feature of the games called A B C and E O, and faro bank, etc., is that the chances of the game are unequal, all other things being equal, and those unequal chances are in favor of the exhibitor of the game. If other games resemble these standard games in that distinctive feature, they come within the terms of the statute. *Wyatt's Case*, 6 Rand. 694; *Huff's Case*, 14 Gratt. 648.

Where the offence charged is for keeping and exhibiting a game not enumerated, there must be some averment showing it to be one of the unequal games belonging to the same class with the enumerated games; for the distinctive character of the game—the unequal chance—is of the essence of the offence described. *Huff's Case*, 14 Gratt. 648.

G. C. G.

INSURANCE—BODILY INJURY—"EXTERNAL, VIOLENT AND ACCIDENTAL MEANS"—"OBVIOUS RISK OF INJURY."—A dilation of the heart, accompanied by deathly paleness, coldness of the extremities, and a cold perspiration, which results in death in a few weeks, and is caused by a heavy lift, is held, in *Horsfall* v. *Pacific Mut. L. Ins. Co* (Wash.), 63 L. R. A. 425, to be within the terms of a policy insuring against the effect of bodily injury "caused solely by external, violent, and accidental means."

An attempt to board a train of cars running at 8 or 10 miles an hour, by a young, strong, and active man, with experience as a "traveling man" in boarding and alighting from moving cars, is held, in *Small* v. *Travelers' Protective Asso.* (Ga.), 63 L. R. A. 510, to be an exposure to "obvious risk of injury," within the meaning of an accident insurance policy.

INSURANCE—TRANSFER OF PROPERTY INSURED.—Recovery under a fire insurance policy is held, in *German Mut. F. Ins. Co.* v. *Fox* (Neb.), 63 L. R. A. 334, not to be prevented by a conveyance of the property in violation of its conditions, if, prior to the loss, the property is reconveyed to the insurer.

In Virginia, it has been held that a condition in a policy, providing that the policy shall be void if the title of the property be transferred or changed, will not apply in the following cases:

1. To the descent of the property on the death of the assured to his heirs. *Ga. Home Ins. Co.* v. *Kinnier's Adm'x,* 28 Gratt. 88.

2. To the resignation of a trustee—who had insured property in his charge—and the substitution of another in his stead. *Ga. Home Ins. Co.* v. *Bartlett, Trustee,* 91 Va. 305

3. To a transfer by one partner of his interest in the insured property to the other partner. *Va. Fire & Marine Ins. Co.* v. *Vaughan,* 88 Va. 832.

G. C. G.

INSURANCE—INSURABLE INTEREST.—A woman is held, in *Opitz* v. *Karel* (Wis.), 62 L. R. A. 982, to have an insurable interest in the life of a man whom she is engaged to marry.

INTERSTATE COMMERCE—RIGHT OF STATE TO REGULATE.—The right of a state to require the delivery of interstate freight by one carrier to another within its borders, in order that the freight may reach a particular depot within a certain municipality, is denied in *Central Stock Yards Co.* v. *Louisville & N. R. Co.* (C. C. A. 6th C.), 63 L. R. A. 213.

LATERAL SUPPORT—INDEPENDENT CONTRACTOR.—A lot owner is held, in *Davis* v. *Summerfield* (N. C.), 63 L. R. A. 492, to be unable to relieve himself from liability for injury to an adjoining building through the negligent excavation of his own lot by letting the work to an independent contractor, if, by reason of the depth to which the excavation is to be carried, it might reasonably be anticipated that injury would probably occur from the prosecution of the work unless reasonable care is exercised.

NATIONAL BANKS—TRANSFER OF SHARES BY STOCKHOLDER WHILE INDEBTED TO BANK.—A national bank is impliedly precluded from forbidding any transfer of its shares of stock, without the consent of the directors, by a stockholder while he is indebted to the bank, because of the repeal, by the act of June 3, 1864 (13 Stat. at L. 99, chap. 106), re-enacting, in completer form, the entire law as to national banks, of the provisions of the act of Feb. 25, 1863, (12 Stat. at L. 665, chap. 58), subjecting transfers of stock in a national bank, to debts due by the stockholders to the bank, or permitting the board of directors to provide to that effect. *Third National Bank of Buffalo* v. *Buffalo German Insurance Company,*—U. S.,—24 Sup. Ct. 524.

RAILROAD COMPANY—DISCHARGE—BLACKLISTING.—A custom of railroads to keep a record of the causes of the discharge of employees, and to decline to employ those who are discharged for certain causes, is held, in *Hundley* v. *Louisville & N. R. Co.* (Ky.), 63 L. R. A. 289, to make it a part of the contract of employment that no false entry as to the cause of